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Jim Adler & Associates

June 10, 2015 · 🌐

A special thank you to Dallas Business Journal reporter Melissa Wylie. Melissa sat down with the "The Texas Hammer" today to talk law, legal marketing and success. Look for the article in the Dallas Business Journal soon!



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Jim Adler & Associates

posted a video to playlist Frequently Asked Questions.

11 hrs · 🌐

The Jones Act was made to compensate workers for serious injuries they got working on a ship or other vessel. When it was created about 100 years ago, it referred to those workers as "seamen." Under the law, a seaman is someone who spends a significant amount of their work time on a vessel in navigation. This can be complicated. Learn more in this video.



JIMADLER.COM

Who is a Jones Act Seaman?

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Jim Adler & Associates

February 26, 2015 ·

WHAT TO WATCH FOR:

Attorney Bill Adler sits down with HuffPost Live to talk about varying lawyers' experiences. Tune in Friday, at 1:30 pm: <http://live.huffingtonpost.com/>

ALSO: Read about The Texas Hammer's life and legacy in the Houston Business Journal – on stands Friday!

LIVE:HUFFINGTONPOST.COM

HuffPost Live

HuffPost Live is a live-streaming network that attempts to create the most social video experience possible. Viewers are invited to join discussions live as on-air guests. Topics range from politics to pop culture.

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11 hrs ·

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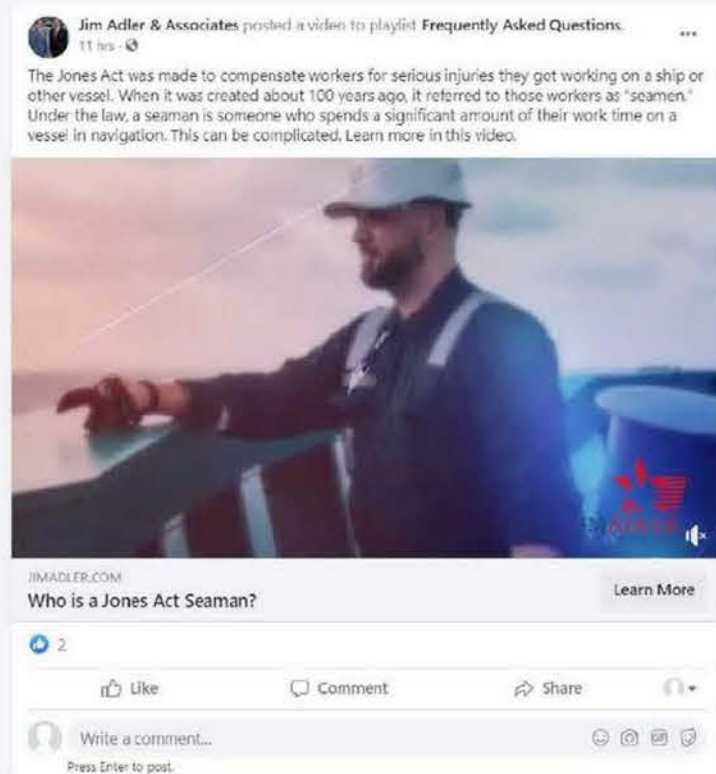
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jimadlerlawfirm The Texas Hammer video collage

The popular #HBO show, Last Week Tonight with John Oliver featured a video collage of #TheTexasHammer spots in English and Spanish on May 5, 2019. Jim Adler & Associates is grateful to have been selected and featured on the late-night show. Enjoy this clip of the English portion of the segment,
#TheTexasHammer #JimAdler #TVSpots #AttorneySpots #LastWeekTonight #JohnOliver #CarAccidentLawyer #AutoAccidentAttorney #AttorneyAdvertising

82w

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JUNE 26, 2019

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jimadlerlawfirm #TheTexasHammer himself stopped by the #iheartradio studios to record lines for the The Texas Hammer Game! Make sure to listen to the #therodryanshow Monday mornings on #945thebuzz to catch the game!

68w

 nategawd Me and @whatupdayday made a song called Texas Hammer 🎧 if we make a clean version it could be used for a commercial 😊

68w 1 like Reply

 wendyjo79 🎧🎧 awesome

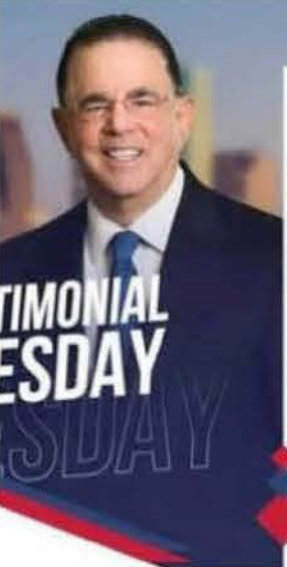


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EXHIBIT 5

(To the Declaration of Diana Rausa)

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The Texas Hammer: Lawyer Jim Adler talks advertising and the law

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Jim S. Adler & Associates, The Texas Hammer-City Place office, Dallas

By Melissa Wyle — Staff Writer, Dallas Business Journal
Jun 12, 2015 Updated Jun 12, 2015 1:00pm CDT

As far as personal injury lawyers go, Jim Adler might be the most well known in Texas.

Jim Adler, "The Texas Hammer," has used an aggressive, memorable advertising campaign to make his law firm a household name in several areas of the state. Since 1973, Jim Adler & Associates has established offices in Dallas, Houston, San Antonio and Channelview.

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Adler's specialty is television advertising, where he can be seen scowling and shouting into the camera, letting Texans know he'll fight to get them the settlement they deserve. Sometimes, he's yelling from the top of an 18-wheeler.

Adler's ads have produced a fair number of critics, but they've also helped him grow his business. Jim Adler & Associates employs 311 people, with 80 to 90 employees working at the 32,000-square-foot Dallas office inside the Tower at CityPlace.

Whitehardt Attorney Advertising & Consultants produces the advertisements, which run in five markets near each of the firm's locations. The law offices get calls from people needing a wide range of help, but they're only able to take about 10 percent of the cases.

Adler started filming ads in the 1980s and added Spanish commercials shortly after. He's fluent in

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Humana market president on humility and service to others

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Spanish, having learned the language at St. Mark's School of Texas from a British instructor who taught Spanish courses.

He initially took acting lessons to craft his on-air persona. After decades of being in front of the camera, Adler has grown accustomed to most aspects of production. But spending 15 minutes in the make-up chair before each shoot is still his least favorite part.

While marketing is important to Adler, he said his priority is the clients and visiting each office on a regular basis.

"Just because you advertise doesn't mean you can neglect your clients," he said. "I can go on TV and make the best commercial in the world, but if I don't provide top quality service to my clients and call them back and meet their needs in terms of professionalism...they're going to get a raw deal."

How often do you film commercials?

I usually go to Nashville where Whitehardt is two or three times a year to shoot 10 English and 10 Spanish commercials. I have a friend in Hollywood who owns a Spanish network and I shoot Spanish commercials there. He knows a lot of novella stars so he allows me to engage with the novella stars in my commercials. I go out there about once a year.

How much does it cost to make one commercial?

The big productions can cost \$50,000 to \$100,000. The smaller commercials are around \$5,000 or \$6,000. It just depends. Like on the 18-wheeler cases, they're shot on location with huge crews and lots of equipment. They're really costly.

If I do a commercial in English, I want to do the same commercial in Spanish for Spanish-speaking clients. Basically, the same ad just translated into Spanish.

Why did you start marketing toward that community?

I started seeing Spanish TV commercials, and Texas being so immediately adjacent to Mexico, I felt like I was neglecting a huge percentage of the population. And the Spanish community is just huge in terms of economic impact, so I felt they had a huge damage model. It's all about helping people understand their legal rights, so I felt like the community was underserved.

Back in the 1980s I was in partnership with a former U.S. District Judge Robert O'Connor and he was half Hispanic. He and I decided to start advertising on Spanish TV. Univision then became such a powerful network. It was a good way to serve an underserved portion of the community.

Your TV personality comes across as aggressive and angry when in reality you're friendly and welcoming. Is that on purpose?

I think people want a lawyer that they feel is going to fight for them and be tough for them. One thing clients get really mad about is if they even think that you're accepting the insurance company's position, they think you've sold out to the other side or you're taking money under the table from the insurance company. So I portray the image that I'm the tough, smart lawyer. I don't need to sell out to anybody because I'm in the right, and I'm going to fight for you. I think that's what the public wants.

On the other side of the coin, with respect to our clients, I want them treated in a respectful manner and as nice as humanly possible. No one is to be rude our clients.

Do you have any critics of your commercials?

Oh, lots. There's an age-old issue of professionalism in business. How does a lawyer remain professional and yet get business? A long time ago I was a young lawyer and I had four kids and I had an issue of how I was going to put bread on the table. That's where business intersects with professionalism.

The theory behind lawyer advertising is to inform people of their legal rights. People are not educated to what their rights are and there's a big mystery about the law. It's sad. People just don't know their legal rights. Of course, if they did, I'd be out of a job.

What are your strategies for growth?

I'm always trying to grow, trying to do better commercials, trying to reach more people, find out where the audience is, trying to do well on social media. We have a whole Internet department in the firm. Another form of marketing is charity work, return to the community, go out and meet humble people that we can help.

There are talks of your son, Bill, taking over the firm. Are there any transition plans in the works?

He's been a lawyer at the firm for four years. I'm kind of grooming him to take over the firm someday, though I'll probably work another 15 or 20 years. I'm in no mood or hurry to retire because I love what I'm doing.

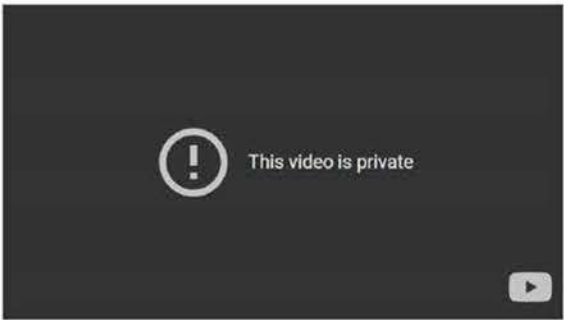
He likes handling his own clients and settling his own cases, but he's getting more involved in management and going to different offices. The next step is getting him transitioned into some of the commercials. I'm really excited about that. Right now, he's a little nervous about being in the public spotlight. I guess there's a certain advantage to being anonymous in society and not having people know who you are. There are even lawyers who don't want to go before a jury and be known as an advertising lawyer because they're afraid there may be a certain stigma to that.

What are the downsides to being so well known through advertising?

People would think the downside is being recognized in public, but people are very respectful of me. They know who I am and I can tell when I'm recognized, but they don't come up to me or bother me or ask for autographs. I think that's a Texas thing. People are very gentlemanly and ladylike and they don't want to impose. They respect my privacy.



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EXHIBIT 6

(To the Declaration of Diana Rausa)

Page 1
The 10 Funniest Local Commercials Ever to Grace Your TV Screen | Dallas Observer
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LISTS

The 10 Funniest Local Commercials to Ever Grace Our TV Screens

DANNY GALLAGHER | FEBRUARY 16, 2021 | 4:00AM




Bryan Wilson, aka The Texas Law Hawk, torches an ice sculpture for justice or something. Screenshot by Danny Gallagher



We get it. Making a list about the weirdest and funniest local commercials is doing exactly what advertisers want us to do, sharing their pieces of digital celluloid so more people will see them. In this day and age, when videos of cats juggling, skateboard accidents and unhinged rants from the My Pillow guy dominate our feeds, local commercial filmmakers have got to up the crazy in order to go viral.

We don't care. We still want to celebrate the gems that still make us laugh, intentionally or not.

5 Commercial Vehicles Attack Jim Adler



Watch on YouTube

1. The Texas Hammer

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The 10 Funniest Local Commercials Ever to Grace Your TV Screen | Dallas Observer
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There's only one place to start when it comes to local commercials. The ads for the personal injury law firm of Jim Adler & Associates are stuck in the heads of every Dallas resident with a TV or Internet connection. Adler appears in every ad carrying his special sledgehammer IN A HOLSTER because, of course, he's "The Texas Hammer." Duh. And to his credit, the ads work because they always go viral and even once got an entire "And now..." segment on John Oliver's *Last Week Tonight*.

Adler speaks with the confidence of a coked up high school quarterback just before he takes the field; his personal iambic pentameter requires him to emphasize the word "hammer" regardless of the context. Practically all of his commercials feature him – and sometimes his son and law partner Bill Adler – screaming near the top of their lungs at semi-trucks who are too frightened to run him down or even be in his presence. We don't know what semi-trucks did to him to when he was a kid, and frankly, we never want to know.

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COMING UP ON BET

On This Day: 27 May 2003

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Bryan Wilson, Texas Law Hawk on Ice: Christmas Commercial



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2. The Texas Law Hawk

Adler has a competitive adversary who also thirsts so much for justice that he has to get it out of his system or he'll explode like the bus in *Speed*. Criminal defense attorney Bryan Wilson of Fort Worth calls himself "The Texas Law Hawk" and his commercials play like a PG-version of the film Alex had to watch to cleanse himself of his homicidal tendencies in *A Clockwork Orange*.

Wilson is a DFW fixture, and has even gained international fame thanks to a **BBC News story** that called him "the loudest lawyer in America" and an appearance in a Taco Bell commercial that ran during the Super Bowl. His commercials aren't just promises to get his clients ... actually, it's not quite clear what, or how he'll even do that. Unless, of course, part of the American judicial system involves yelling every opening and closing statement like a professional wrestler and taking a flamethrower to an ice sculpture of a hawk. Wilson calls himself a "hawk" but by torching one, is he saying he'll fight other legal hawks or is he expressing some kind of repressed self-hostility at his judicial spirit guide? Either way, it's one of the most hilarious cries for help we've ever seen.



3. Westway Ford's Joe Greed and The Ultimate Warrior

The late 1980s featured one of the strangest Dallas partnerships since the Texas Rangers partnered with Death by selling a **literal stack of nachos** to fans. Car-selling spokesman and oversized novelty sunglasses wearer Joe Greed somehow contracted WWF superstar wrestler The Ultimate Warrior to appear in a series of bizarre commercials for his Westway Ford dealership.

The commercials feature the pair testing out hypnosis, pulling off a jail break and begging customers to buy cars that have been stained in a sudden snail attack. This will make complete sense if you watch it all the way to the end (sort of). We won't be held responsible when your shoulders cave in on themselves during the big reveal.



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4. Rodney D. Young's Young Amigos

Watching a local commercial try to capture the magic of a hit movie is like watching your dad dance to his favorite song when you're a kid. You can't tell if you want it to stop or study it closer so you'll hold the memory forever.

The local insurance agency tried to recreate *The Three Amigos*, the Western comedy starring Steve Martin, Chevy Chase and Martin Short, with its own bedazzled sombrero wearing trio called (wait for it) The Young Amigos. Instead of using their showmanship talent to save a small village from a mad Mexican bandit, these Amigos use their knowledge of monetary threshold trends and the maximum assessment rate of the gross premium (it's **.2 percent**, by the way) to make high premiums die like dogs. Yeah, it doesn't stick the landing well but the attempt is hilarious.



5. The Trophy Nissan Rap

Every major advertising market in the country has at least one car dealership, worship center, notary public, gun store or actuarial firm that attempted to cash in on the rise of hip-hop in the '80s by doing a "rap" about what it can do for its customers.

Dallas had its own when Trophy Nissan rapped about its car dealership in a manner so cringeworthy it could make Jake Paul question the musical motives that birthed their now famous crowd-shouting jingle. There's no need to describe it because everyone who's been to a karaoke night on a weekday has seen some from of this already. Some drunk guy in a suit gets up and grabs the mic because the 12 whiskey sours inside him are telling him he can take on Eminem's "Rap God" if he just focuses hard enough and reduces his vision from double to single. It's basically that, but the rhythm is waaaaay slower and all the lyrics are about cars and low prices.



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6. Dallas Dodge's Skateboarding Bulldog

Animals using vehicles is a trend almost as old as television itself – and it never ages. It's still just as amusing to see that intrepid, water skiing squirrel, whether it's filler for a local news broadcast or a hallucination brought on by a lack of sleep.

Dallas Dodge employed this time honored tactic in one of its more recent ads. They found a bulldog that can skateboard! That's pretty much the whole hook and, to their credit, they don't see the need to add anymore to it. They didn't dress it up in a Hawaiian tourist outfit and make it look like its surfing or stick it in front of a green screen and make it look like he's competing with Tony Hawk in the X Games. It's just a skateboardin' bulldog followed by the usual car dealership pitch. If The Texas Hammer found this little guy or gal, he'd go overboard and make it fight a semi-truck, which would completely miss the point.



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- The Best Things To Do In Dallas, May 25 - June 1
- Dallas Will Get a Chance To See Banksy Art in Person With Banksyland Exhibition

7. Debbie Georgatos' Dallas Republican Party Chair Ad

This one was hard to find and when you watch it, you'll realize why. Debbie Georgatos ran for the Dallas GOP Chair seat back in 2011 and the ad she chose to run veers back and forth from hilarious to horrifying, like a lost driver trying to pick an exit at the very last minute.

She starts by talking while not looking into the camera – even though there either two cameras in the room – with one camera filming her from every possible wrong angle except from the view of the ceiling. The first half (which you can see on [Archive.org](https://archive.org)) features footage of a baby elephant getting sprayed with a hose and the creepiest parts of Charlie Chaplin's *Modern Times* to illustrate ... those dang Democrats? We don't know. It looks like a last-minute student film for a graduate student with poor planning skills. Apparently, we're

not alone in our impressions because Georgatos lost the election after the video grabbed the attention of the national media, including CNN's Anderson Cooper who put it on his "Ridiculist," and even global media like the Canadian Broadcasting Company's **George Stroumboulopoulos**.



8. Supermart Furniture

The 1212 Loop 12 guy is revered in Dallas media culture for more than just his catchy address. It appears to be a simple, locally produced commercial for a furniture store – but there are so many fascinating layers to peel off, like a tie-dyed onion.

For starters, the spokesman seems to be trying to make "gotta gotta gotta" his catchphrase when the address just overshadows it. His arm movements are strange and almost hypnotic; they only move at the elbow and seem like he's been instructed to do a robot dance instead of using public speaking skills, through some kind of bizarre night school mixup. Then, he just topples over and lets the mattresses he's hawking break his fall. He doesn't say anything about "dropping prices" or how deals are just "falling out of the sky." He just falls over while reciting his script. Did he do it on purpose? Was it an accident the editors just left in the final cut on purpose? Why are our heads hurting right now?



9. Zak's

Bizarre is just the foundational description for this arts and craft supply store ad with "three convenient locations." Bewildering doesn't begin to describe it. In fact, there isn't a word in the English language that can conceptualize it altogether so we'll just make one up: "incredulomonescent."

The ad features composer John Williams' iconic *Jaws* theme playing in the background from beginning to end even though there are no sharks anywhere to be seen in any frame of the ad ... unless that's what they want you to think. Then there's the whole hook about how the store's prices are so low that "it hurts" and

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which apparently causes the ad's star to be impaled in the head with an oversized novelty pencil. Maybe this isn't an invitation to come to the store but a thin attempt at warning people to stay away—the way a hostage might try to communicate cryptically in a recorded ransom demand. Maybe he's really saying, "Stay away! For the love of God! Zak's is cursed! Not only will you be impaled with sharp arts and crafts that are as low as 90 percent off but you'll be required to pay for them before paramedics can take you out of the store!"



10. Fast Forward

There is nothing that sums up societal values in America in the 1980s better than this ad for a mall clothing store. Move over *Wall Street*.

The guy's a nerd and society shuns him for being an individual who values knowledge and enlightenment over flashy excess. The only thing that can save him is a store selling flashy excess in the form of poofy jackets, day-glo t-shirts and horizontally stitched sports jackets that can magically give him a cool car, a hot girlfriend and a blow-dried man-perm. This ad is one of the chief reasons we have anti-depressants now.

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DANNY GALLAGHER has been a regular contributor to the *Dallas Observer* since 2014. He has also written features, essays and stories for MTV, the *Chicago Tribune*, *Maxim*, *Cracked*, *Mental Floss*, *The Week*, CNET and The Onion AV Club.

FOLLOW: Facebook: Denny Gallagher Twitter: @thisisdannyg

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- **Gifts For Grads**

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Diabetics: Keep Your Blood Sugar Under 90 (Doing This)

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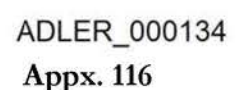


MD: If You Have Dark Spots, Do This Immediately (It's Genius!)

(Gumroad)

EXHIBIT 7

(To the Declaration of Diana Rausa)





Gallery Furniture saves the city of Houston



Listen to this article



Gallery Furniture **saves you money** the City of Houston?

There's countless heroes of the most damaging flood in American history. From first responders working without rest, to stranded health care professionals who stayed with their patients, to community heroes who turned jet skis, inner tubes and blowup mattresses into a means of rescue.

Somewhere in this mix of heroics, kinship and help-thy-neighbor is Jim McIngvale, or as Houston knows him... Mattress Mack.

To anyone who has spent more than an hour watching TV in Houston you know Gallery Furniture "saves you money."

Same that you know **Casa Ole is "fresh today," Suit Mart has "suits and a whole lot more," Hilton Furniture declares "that's a fact jack" and Jim Adler is the "Texas Hammer."**

If Mattress Mack has an undeniable claim to fame it's his three decades of local commercials which rest somewhere between **Chuck Testa** and the **Micro Machines guy**.

This week the ubiquitous TV commercial personality **with a panache for headlines** reached new heights when he opened the doors to his furniture showrooms. Doing so transformed his local celebrity into housing for displaced families, a place for National Guard members to sleep and hot meals for first responders.

Suddenly Mack's name is in the headlines of **CNN, NPR** and **Esquire** (despite his known **willingness to wear a mattress suit**).

And now it's clear as day... Mattress Mack is the **Houston Rockets** owner the city deserves (other than Les Alexander of course).

The multimillionaire has spent nearly his entire career catering to Houston. So much so, he's never left the market. Despite owning the nation's highest grossing per-square-foot independent furniture store he's stayed in the Bayou City and given back to it.

Seemingly distraught by the cultural relevance of Dallas' Cotton Bowl, Mack



Jalen Green and Bill Simmons "Clear The Air"



Is Paolo Banchero a fitting choice for Rockets?



Should the Rockets trade down?



The Dream Take Podcast: Jalen Green and Bill Simmons Podcast Reaction: #PrayForUvalde

helped establish a college football bowl game in Houston, the **Galleryfurniture.com** Bowl now known as the Texas Bowl.

When the Houston Dynamo made the 2006 MLS Cup Final in Dallas Mack paid for buses to take fans to and from the game free of charge.

When an arsonist tried to burn one of Mack's properties he responded **by offering \$300,000 worth of furniture** to the Houston Fire Department as a thank you.

Chances are you've come across a USO station in an airport refurbished by Mattress Mack who made it a pet project to provide better accommodations for traveling military members. His philanthropic efforts **were even recognized by President George H.W. and Barbara Bush** when he was awarded a Point of Light Award.

The showman **once lost \$4 million to his own customers** who he bet the dismal Astros wouldn't win 63 games. They did and Mack refunded 500 customers their entire purchase.

Mattress Mack fits the bill of the ideal owner. He has Steve Ballmer enthusiasm, a love of Houston and a willingness to lose money if it puts on a good show. He arguably deserves to own the Houston Rockets.

This thought comes with a million corollaries. Perhaps he'd meddle too much or wouldn't trust Daryl Morey. His affinity for the outrageous could include **a pitch for playing 4-on-5 defense**. All these things and countless more could be true.

But right now it's tough to think of someone who has their heart and soul in the right place more than Mack.

There of course is a catch. Mack **declared his interest in buying the team** when the sale was announced, but was realistic about his need for a large ownership group.

At an estimated net worth of \$70 million Mack could only fit into a complex and sprawling ownership group, not buy the team as an outright owner. Perhaps an irony of staying exclusive to Houston is not having the means to own the Rockets.

The unannounced price for the Rockets is hovering at \$2 billion. And while Mack has done quite well, nearly 40 years of selling affordable furniture in a single metropolitan area can't be turned into a professional sports team.

This reality doesn't mean he's not the owner the Rockets deserve at this point.

Full disclosure: The author of this article owned Gallery Furniture furniture

For all of that, the author of this article, which I found growing up. Yes, it arrived the night it was purchased. Yes, it saved us money. And, yes, I got a free Houston Rockets basketball with the desk and dresser.

MORE FROM THE DREAM SHAKE

DeSagana Diop heads to Knicks, Rockets to have three new assistant coaches

Jalen Green and Bill Simmons "Clear The Air"

The Dream Take Podcast: Jalen Green and Bill Simmons Podcast Reaction #PrayForUvalde

Is Paolo Banchero a fitting choice for Rockets?

The Dream Take Podcast: Our 300th Episode Celebration!!!

Should the Rockets trade down?



The Dream Shake: for Houston Rockets fans

TDT #201: Jalen Green and Bill Simmons Podcast Reacti...

TDT #201: Jalen Green and Bill Simmons Podcast Reaction #PrayForUvalde

00:30:18



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Jalen Green and Bill Simmons "Clear The Air"



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- Click/tap "in reply to" to see the comment it's replying to
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ADLER_000138
Appx. 120

EXHIBIT 8

(To the Declaration of Diana Rausa)

FILED UNDER SEAL

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF TEXAS

DALLAS DIVISION

JIM ADLER, P.C. AND)

JIM ADLER,)

Plaintiffs)

)

VS.) CIVIL ACTION

) NO. 3:19-cv-02025-K-BN

MCNEIL CONSULTANTS, LLC,)

D/B/A ACCIDENT INJURY LEGAL)

CENTER, QUINTESSA MARKETING,)

LLC, D/B/A ACCIDENT INJURY)

LEGAL CENTER, AND LAURA)

MINGEE,)

Defendants)

VIDEOTAPED ORAL DEPOSITION OF

LAUREN MINGEE

NOVEMBER 16, 2022

ATTORNEYS' EYES ONLY

REPORTED BY KATHRYN R. BAKER, RPR, CSR

JOB #219107

1 VIDEOTAPED ORAL DEPOSITION OF LAUREN MINGEE,
2 produced as a witness at the instance of the PLAINTIFFS,
3 and duly sworn, was taken in the above-styled and numbered
4 cause on the 16th day of November, 2022, from 9:58 a.m. to
5 3:19 p.m., before Kathryn R. Baker, CSR, RPR, in and for
6 the State of Texas, reported by a Texas certified machine
7 shorthand reporter, at the offices of Lynn, Pinker, Cox,
8 Hurst & Schwegmann, LLP, 2100 Ross Avenue, Suite 2700, in
9 the City of Dallas, State of Texas, pursuant to the
10 Federal Rules of Civil Procedure.

A P P E A R A N C E S

FOR THE PLAINTIFFS:

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Giulio Yaquinto, Esq.

PIRKEY BARBER PLLC

1801 East 6th Street

Austin, Texas 78702

FOR THE DEFENDANTS:

Rebecca Adams, Esq.

Christopher Schwegmann, Esq.

LYNN PINKER HURST & SCHWEGMANN, LLP

2100 Ross Avenue

Dallas, Texas 75201

ALSO PRESENT:

Mr. Chase Huddleston, Videographer

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REQUESTED DOCUMENTS/INFORMATION

(NONE)

CERTIFIED QUESTIONS

(NONE)

1 LAUREN MINGEE

2 P R O C E E D I N G S

3 THE VIDEOGRAPHER: We're now on the record
4 for the video deposition of Lauren Mingee as Quintessa
5 Marketing LLC. The time is 9:58 a.m. on November 16th,
6 2022, in the matter of Jim Adler, P.C. and Jim Adler vs.
7 McNeil Consultants, LLC, et al., Civil Action Number
8 3:19-cv-02025-K-BN being held in the United States
9 District Court for the Northern District of Texas, Dallas
10 Division.

11 The court reporter is Kat Baker, and the
12 videographer is Chase Huddleston representing TSG
13 Reporting.

14 Today's deposition is being held at Lynn,
15 Pinker, Hurst & Schwegmann in Dallas, Texas.

16 Will counsel please state their appearance
17 for the record.

18 MR. MATTHYSSE: Jered Matthyse and Giulio
19 Yaquinto with Pirkey Barber, representing plaintiffs.

20 MS. ADAMS: Rebecca Adams and Chris
21 Schwegmann with Lynn, Pinker, Hurst & Schwegmann, for the
22 defendants.

23 LAUREN MINGEE,
24 having been first duly sworn, testified as follows:

25 (No omissions.)

LAUREN MINGEE

at?

A. Yes, sir.

Q. Okay. And so remind me, when Quintessa received those types of e-mails or these types of disengagement requests, did it do anything to look into the allegations internally?

A. It did. The process was to pull the phone call, review that phone call. See if anything was ever mentioned about Adler or anything like that. And then it was to call the PC, the potential client, and then some instances, too, we would also speak with the law firm, seeing who did they speak with, did they have a recording of that, and just pretty much gather all those facts and information.

Q. Okay. And then once you've done that, in those instances, did Quintessa make any changes to its ad copy, for instance, its Google Ads copy?

A. No, we would not have made changes from the ad copy.

Q. Okay.

A. Because for us to make changes to the ad copy or any advertising changes or internal changes, if there were any issues that were happening consistently, then we would look into that and see how that procedure or process

1 LAUREN MINGEE

2 [REDACTED]

4 Q. Got it.

5 You mentioned Quintessa's Google Ads copy
6 and you used the word "generic."

7 Do you recall that?

8 A. I do.

9 Q. Were you the individual who came up, at least
10 originally, with the ad copy for Accident Injury Legal
11 Center?

12 A. Yes.

13 Q. And how did you -- how did you come up with that
14 ad copy?

15 A. It was -- they were very generic terms that we
16 had used in TV commercials, and so I just used different
17 phrases that we had developed for different TV commercials
18 into the ad copy for -- for the potential clients
19 searching on Google.

20 Q. Okay. And have you ever run any ads -- was that
21 at McNeil Consultants?

22 A. I developed that at McNeil and at Quintessa.

23 Q. Okay. And did you ever consider using branded
24 advertisements, for instance, Quintessa or McNeil or
25 another name like that?

LAUREN MINGEE

1

2 A. No.

3 Q. Why not?

4 A. It doesn't tell people what we do.

5 Q. Okay. And so you believe that the generic
6 advertisements tell people what you do?

7 A. I believe our URL and the ad copy tells them
8 what we do.

9 Q. Okay. How so?

10 A. [REDACTED] is pretty clear that we're
11 a car accident helpline. And so Accident Injury Legal
12 Center, when it was first developed, it was for helping
13 improve our quality score when people were typing in
14 things like car accident help or car accident attorney or
15 personal injury lawyer, because Google's algorithm used to
16 be that it would help your quality score if it was in a
17 URL.

18 And so that's why the URL was trying to --
19 how can I put -- fit in accident injury legal, all of the
20 things.

21 Q. Okay. And so you mentioned Accident Injury
22 Legal Center is one name or domain that you use in
23 Quintessa's advertisements, correct?

24 A. Correct.

25 Q. And Car Accident Helpline, is that another?

1 LAUREN MINGEE

2 A. Yes.

3 Q. Okay. Are there any others that you can think
4 of?

5 A. [REDACTED]

6 Q. Okay. What about [REDACTED]

7 A. Yes.

8 Q. Okay. So those four. Any others?

9 A. [REDACTED]
[REDACTED]

11 Q. Okay.

12 A. And those are the four that I know that we use.

13 Q. How did you know -- did you come up with the
14 name Accident Injury Legal Center?

15 A. Yes.

16 Q. How did you come up with that name?

17 A. It was -- just for the reasons before, just
18 trying to come up with a domain that had accident and
19 injury in it and that didn't cost \$10,000 to buy.

20 Q. And so did you ever consider running different
21 types of ad copy in competitive bidding than you do in
22 generic bidding?

23 A. Can you ask the question a different way?

24 Q. Yeah. So step back a second.

25 So Quintessa, correct, engages in both

ATTORNEYS' EYES ONLY

Page 61

1 LAUREN MINGEE

2 the agreement?

3 A. I don't know that answer.

4 Q. Okay. ATTORNEYS' EYES ONLY

5 MR. MATTHYSSE: Let's take a break.

6 THE VIDEOGRAPHER: Off the record at

7 11:06 a.m.

8 (Recess in the proceedings from 11:06 to
9 11:23 a.m.)

10 THE VIDEOGRAPHER: Back on the record at

11 11:23 a.m.

12 Q. (BY MR. MATTHYSSE) All right. Ms. Mingee, are
13 you ready to keep going?

14 A. Yes, sir.

15 Q. So I'm going to hand you a document that's on my
16 computer. It's an Excel spreadsheet. And this was marked
17 as Quintessa 1 in defendant's document production case.
18 And then I'll ask you some questions about that.

19 Sound good?

20 A. Sounds good.

21 Q. You got it?

22 A. Yes, sir.
TSG Reporting - Worldwide 877-702-9580

23 THE REPORTER: Are you marking this?

24 MR. MATTHYSSE: No, it's easier just to
25 reference.

ATTORNEYS' EYES ONLY

Page 62

1 LAUREN MINGEE

2 Q. (BY MR. MATTHYSSE) So Quintessa 1, Ms. Mingee,
3 it was produced in this case by defendants, and it appears
4 to be a collection of callers into Quintessa, as
5 summarized in Quintessa's intake summaries, correct?

6 A. Correct.

7 Q. Were you involved in collecting and compiling
8 this data?

9 A. No, I was not.

10 Q. Do you know who was?

11 A. This was Mike Walker.

12 Q. Okay. And so Mike would have, correct, taken
13 this data from your intake -- what was the phrase you-all
14 used for --

15 A. AI, the accident intake.

16 Q. -- the accident intake forms that the call
17 center employees fill out, correct?

18 A. Yes, sir.

19 Q. And so for this document, Quintessa 1, this
20 information comes from that -- is it software that
21 Quintessa uses?

22 A. It's a software that was developed in-house,
23 yes, sir.

24 Q. Okay. Okay. And if you could look around
25 Column E where it says, Description?

ATTORNEYS' EYES ONLY

Page 63

1 LAUREN MINGEE

2 A. Yes, sir.

3 Q. That, correct, is a description provided by a
4 call center employee who spoke on the phone with the PC,
5 right?

6 A. Yes.

7 Q. Okay. And Quintessa 1 appears to be those
8 instances, correct, in which a PC, or at least as
9 summarized by Quintessa's employees, mentioned the word
10 Adler or Hammer, correct?

11 A. Correct.

12 Q. And so these are examples of instances in which
13 someone -- a PC called into Quintessa and either mentioned
14 Jim Adler or the Texas Hammer or was looking for Jim
15 Adler, the The Texas Hammer, correct?

16 A. Correct.

17 Q. And if a PC -- you understand "PC" as that
18 potential client, right?

19 A. Yes, sir.

20 Q. If a PC clicked on one of your -- Quintessa's
21 Google advertisements that appeared after searching for,
22 let's say, Jim Adler, but didn't mention the word Adler or
23 Hammer, they wouldn't be on this list, correct?

24 A. Correct.

25 Q. And so if you could look -- you see the bottom

ATTORNEYS' EYES ONLY

Page 64

1 LAUREN MINGEE

2 tabs by year?

3 A. Yes, sir. The sheets?

4 Q. Yes. ATTORNEYS' EYES ONLY

5 A. Okay.

6 Q. And so in -- if you could go to 2018.

7 A. Yes, sir.

8 Q. In 2018 there were -- you've got to take away
9 the first line because that is the summary of the columns,
10 and so in 2018 there were 36 such instances, correct?

11 A. Correct.

12 Q. And if you go to 2019 and scroll all the way
13 down, there were 454 such instances, correct?

14 A. Yes.

15 Q. And then if you could go over to 2020 and scroll
16 all the way down, there were 526 such instances, correct?

17 A. Correct.

18 THE WITNESS: Do we have the sheet to
19 reference? The QM injury.

20 MS. ADAMS: I can get it.

21 THE WITNESS: Okay.

22 Q. (BY MR. MATTHYSSE) And then if you look at
23 2021 and scroll all the way down, there were 579 such
24 instances, correct?

25 A. Correct.

ATTORNEYS' EYES ONLY

Page 65

1 LAUREN MINGEE

2 Q. And then finally, I believe, this was prepared
3 in February of 2022, so at least at some -- as in January
4 of 2022 there were 28 ~~ATTORNEYS' EYES ONLY~~ such instances, right?

5 A. Correct.

6 Q. And so stepping back, Ms. Mingee, we talked a
7 bit about this before the break, about folks calling in
8 and looking for or mentioning Jim Adler.

9 Do you recall that?

10 A. Yes.

11 Q. And clearly it happens on -- at least multiple
12 times a month; is that right?

13 A. I don't know the percentage. That is what I am
14 waiting for to see, how many total QM injury calls were
15 also processing for the year.

16 Q. Okay. But I'm asking -- that's not the question
17 I asked.

18 The question I asked is: That was
19 happening multiple times a month; is that right?

20 A. Correct.

21 Q. Okay. And despite that and the increase from
22 2018 to 2019, Quintessa made no changes to its ad copy; is
23 that right?

24 A. Correct.

25 Q. And no changes to your script?

1

LAUREN MINGEE

2

3

4

But the call center employees will answer
the phone and then summarize -- as we saw in Quintessa 1,
their description of the call, right?

5

A. Yes.

6

Q. Okay.

[REDACTED]

17

Q.

[REDACTED]

1

LAUREN MINGEE

[REDACTED]

17 Q. Okay. I am going to hand you, Ms. Mingee, what
18 was previously marked as Exhibit 107.

19 (Exhibit 107 previously marked.)

20 A. Do you want this back or do you want me to --

21 Q. (BY MR. MATTHYSSE) Yes. I do. Sorry about
22 that.

23 A. No, you're fine. I just wanted to make sure.

24 I have too many laptops. I don't need
25 another one.

1 LAUREN MINGEE

2 is -- is that, This is the intake department. Are you
3 calling in regards to a new case or an existing case.

4 Do you see that?

5 A. Yes.

6 Q. What -- the first question there is: Who came
7 up with the name "intake department"?

8 A. This was something that was used at Exclusive
9 Legal Marketing. So as -- in part of my agreement with
10 Cody Bryant was to help him on his intake because that is
11 what I used to run for him was the intake department. And
12 so this was a script that they had come up with at
13 Exclusive Legal. And so when we were operating intake for
14 them, this was the script that was given, and that we
15 operated under.

16 Q. Okay. So this script you took to McNeil
17 Consultants and then in 2019 to Quintessa Marketing,
18 correct?

19 A. I believe it was changed in 2019. But, yes, it
20 is what was used at McNeil Consultants when we were
21 adver- -- or doing advertising and the intake for
22 Exclusive Legal.

23 Q. How was it changed in 2019?

24 A. This formatting doesn't look the same like it
25 was, I believe, in '19. I think it was just more robust.

1 LAUREN MINGEE

2 A. Yes, sir.

3 Q. And for the same reasons you mentioned as for
4 the insurance call script?

5 A. For -- if we were ever referencing ourselves as
6 another name, then we were advised by counsel to put it
7 under as a d/b/a with the secretary of state.

8 Q. Okay. So you take Intake Department to be the
9 name of your company in that instance?

10 A. Yes.

11 Q. How so?

12 A. It was a business name that we filed for a d/b/a
13 and accepted by the state of Oklahoma, and that was a
14 company that we were doing business as.

15 Q. So you believe that customers would understand
16 the Intake Department to be the name of your business?

17 A. I can't speak to what the consumer understood.
18 I can speak to -- that we were operating as an intake
19 department for multiple law firms. And whenever someone
20 would call in, we were not -- we didn't know what the
21 caller was calling in for. So we weren't doing marketing
22 for that actual law firm. So we weren't answering as that
23 law firm's name.

24 Q. And so why didn't you say instead, This is the
25 intake department for multiple law firms, like you just

1 LAUREN MINGEE

2 said?

3 A. I don't know. That's just what we decided was
4 to use the Intake Department, because it was just short
5 and sweet and to the point.

6 Q. And if the caller asked for the second time, But
7 is this the blank, so, for instance, Adler Law Firm, the
8 scripts -- the call is for them to say, Sir/Ma'am, this is
9 the Intake Department. If this is regarding an existing
10 case, I can give you the correct number to call.

11 Do you see that?

12 A. Yes.

13 Q. Did you consider at that time, when this script
14 was written and being used in either that first or second
15 instance where the caller asks this question, saying, No,
16 we are not that law firm?

17 A. In this instance, when we were telling them who
18 we were, I felt like we were saying -- that was telling
19 them who our name was and what we were -- the name of our
20 business. So that was telling them who we were. So I
21 considered that saying "no."

22 Q. Did you have knowledge when that script was
23 being used that law firms, like your clients, had their
24 own intake departments?

25 A. Can you say that again, please?

1 LAUREN MINGEE

2 you?

3 A. No, not to my knowledge.

4 Q. So you never had any conversations internally
5 about whether or not the use of intake of -- that the
6 phrase "intake department" might be misleading to
7 consumers?

8 A. When the Fifth Circuit appealed -- or when this
9 appeal came about, when we started having internal
10 conversations, was at that point.

11 Q. Okay. So prior to that you had not?

12 A. I can't say we never did. I just know at that
13 point we had more of a robust leadership team. And so
14 that is when we sat down and started having more
15 communication.

16 Q. And you mentioned that change where they say,
17 Just to make sure there is no confusion, we're a
18 third-party intake department, when folks do call in, for
19 instance, looking for the Adler Law Firm.

20 Do you recall that?

21 A. Yes.

22 Q. About when was that change made?

23 A. I don't know the exact time. It was after the
24 opinion came down we consulted with counsel. And we, as a
25 leadership team, agreed, and then we rolled that out. So

1 LAUREN MINGEE

2 I would assume within 90 days, but I can't -- I can't
3 expressly give you the exact date.

4 Q. I am going to hand you, Ms. Mingee, what will be
5 marked as Exhibit 140 -- no, 139.

6 (Exhibit 139 marked.)

7 A. Thank you.

8 Q. (BY MR. MATTHYSSE) One -- I will give you a
9 second, Ms. Mingee, to take a look at this. But as you
10 can see, this is another Excel. It was a little smaller
11 so we were able to print it. But it's an Excel produced
12 by Quintessa in this case in the same format.

13 Do you recognize this format as similar to
14 Quintessa 1 that we reviewed on the computer?

15 A. Yes, sir.

16 Q. And so this appears to be additional examples of
17 folks calling in, correct, and mentioning or asking for
18 Jim Adler or Texas Hammer; is that right?

19 A. Yes.

20 Q. And so that has continued to occur this year,
21 correct?

22 A. Yes.

23 Q. And these are summaries written by the call
24 center employees describing the conversation as it's
25 happening, correct?

1

LAUREN MINGEE

2

A. Yes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] -

22

Q. Okay.

23

A. -- advertisement as well.

24

Q. Sorry.

25

[REDACTED]

1

LAUREN MINGEE

2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 LAUREN MINGEE

2 previously testified, in 2017?

3 A. I believe so.

4 Q. And at this point you continued to bid on the
5 Adler marks, correct?

6 A. Correct.

7 Q. Did you, at any point at Elm or then moving into
8 the McNeil Consultants on your own, check to see if the
9 Adler marks, for instance, were registered trademarks at
10 the Patent and Trademark Office?

11 A. I believe that Elm did. That they had -- there
12 was a trademark Web site that you could check and see
13 different trademark copy. But they were using that to see
14 if they could do keyword insertion with non-trademark
15 terms.

16 Q. Got it.

17 A. That wasn't something that I did.

18 Q. Okay. And so do you recall yourself
19 ever -- ever checking that?

20 A. It's been a long time, but I don't believe so.

21 Q. Would you agree, Ms. Mingee, that Jim Adler is
22 well-known in Texas?

23 A. Yes.

24 Q. Was there a point in which Quintessa began
25 bidding higher amounts on the Jim Adler trademarks in late

1

LAUREN MINGEE

2

A. Yes. Anything under the master billing account
3 was produced in your subpoena to Google.

4

Q. Okay. And so that master account data that
5 Google produced is accurate as to your master accounts
6 purchasing -- purchased in Google, correct?

7

A. Correct.

8

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 LAUREN MINGEE

2 [REDACTED]

5 Q. Okay. So it's a "yes"?

6 A. To my knowledge.

7 Q. I am going to show you, Ms. Mingee, another
8 Excel spreadsheet. So let me -- give me one quick minute
9 to open this up.

10 Here you go, Ms. Mingee.

11 So what I have handed you is another Excel
12 spreadsheet produced by -- it's Quintessa, in this case,
13 and it's Quintessa 2.

14 And this was the original information we
15 received from Quintessa as to its purchases of the Adler
16 marks in Texas.

17 Do you recall this document?

18 MS. ADAMS: Objection, form.

19 A. This document was produced by someone else
20 besides me. So I wouldn't be able to tell you if it
21 matched exactly.

22 But, yes, to the best of my knowledge this
23 is.

24 Q. (BY MR. MATTHYSSE) Okay. That is fair.

25 So this document -- as through -- do you

ERRATA SHEET

2 Case Name:

3 Deposition Date:

4 Deponent:

5	Pg.	No.	Now Reads	Should Read	Reason
---	-----	-----	-----------	-------------	--------

6. _____

7. _____

10 _____

18

19

20

22 _____ Signature of Deponent

22 SUBSCRIBED AND SWORN BEFORE ME
23 THIS ____ DAY OF _____, 2022.

24

25 (Notary Public) MY COMMISSION EXPIRES: _____

LAUREN MINGEE

ACKNOWLEDGMENT OF DEPONENT

I, _____, do hereby certify that I have read the foregoing pages, and that the same is a correct transcription of the answers given by me to the questions therein propounded, except for the corrections or changes in form and substance, if any, noted on the attached Errata.

WITNESS NAME

DATE

LAUREN MINGEE

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF TEXAS

DALLAS DIVISION

JIM ADLER, P.C. AND)

JIM ADLER,)

Plaintiffs)

)

VS.) CIVIL ACTION

) NO. 3:19-cv-02025-K-BN

MCNEIL CONSULTANTS, LLC,)

D/B/A ACCIDENT INJURY LEGAL)

CENTER, QUINTESSA MARKETING,)

LLC, D/B/A ACCIDENT INJURY)

LEGAL CENTER, AND LAURA)

MINGEE,)

Defendants)

REPORTER'S CERTIFICATION

ORAL DEPOSITION OF LAUREN MINGEE

NOVEMBER 16, 2022

I, Kathryn R. Baker, RPR, a Certified Shorthand
Reporter in and for the State of Texas, hereby certify to
the following:

LAUREN MINGEE

That the witness, LAUREN MINGEE, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

I further certify that pursuant to FRCP Rule 30(f)(1) that the signature of the deponent:

X was requested by the deponent or a party before the completion of the deposition and is to be returned within 30 days from the date of receipt of the transcript. If returned, the attached Errata contain any changes and the reasons therefor;

___ was not requested by the deponent or a party before the completion of the deposition.

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action;

LAUREN MINGEE

Subscribed and sworn to on this 30th day of
November, 2022.



KATHRYN R. BAKER, RPR, CSR #6955
Expiration Date: 04/30/2023
Firm Registration No. 615
TSG Reporting
228 E. 45th Street
Suite 810
New York, New York 10017
877-702-9580

EXHIBIT 9

(To the Declaration of Diana Rausa)

FILED UNDER SEAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JIM S. ADLER, P.C., AND JIM ADLER,

Plaintiffs,

vs.

MCNEIL CONSULTANTS, LLC, d/b/a
ACCIDENT INJURY LEGAL CENTER,
QUINTESSA MARKETING, LLC, d/b/a
ACCIDENT INJURY LEGAL CENTER,
AND LAUREN MINGEE,

Defendants.

Case No. 3:19-cv-02025-K-BN

**EXPERT REPORT OF
R. CHRISTOPHER ANDERSON
WITH RESPECT TO DAMAGES**

Respectfully submitted this 14th day of July, 2022



R. Christopher Anderson

CONFIDENTIAL
ATTORNEYS' EYES ONLY

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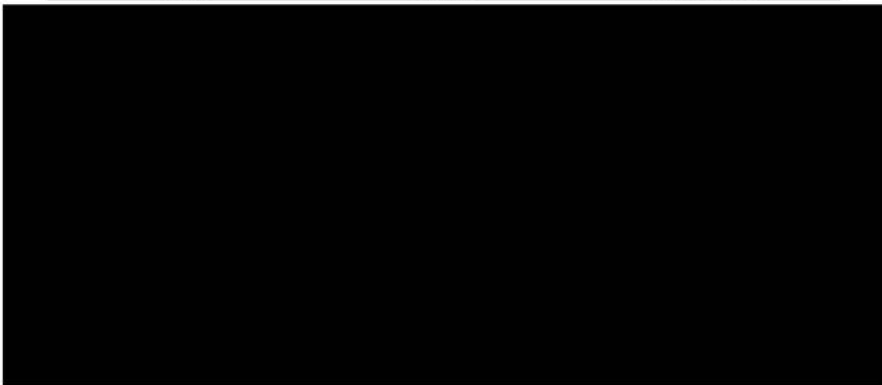
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Jim S. Adler, P.C. et. Al. v. McNeil Consultants, LLC et. al.

SCHEDULE 8.0: AILC's Top Ten Branded Keywords by Spend in Texas (a)

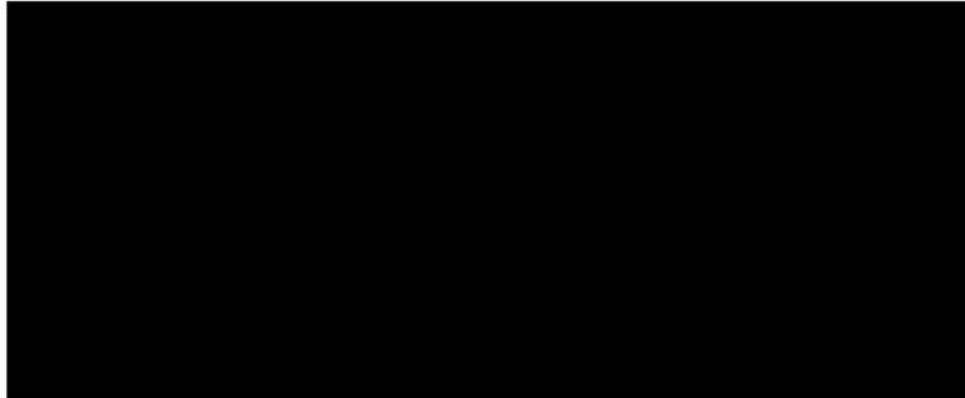
Term	Brand	Total Spend
		

Notes:

- (a) ADLER_000633; ADLER_000636; ADLER_000639; ADLER_000655; ADLER_000658; ADLER_000661. See also Schedule 17.0. For certain Campaigns, I have determined the geography using Metro_Area_Geographic field provided in Googles Campaign reports See ADLER_000632; ADLER_000635; ADLER_000638. For Campaigns not listed in the Google campaign reports, I have determined geography based on the location of conversions and geographic indicators in the Campaign name, Ad Groups, and Keywords. Campaigns with multiple states, or Campaigns without any indicators of geography have been excluded.

Jim S. Adler, P.C. et. Al. v. McNeil Consultants, LLC et. al.

SCHEDULE 8.1: AILC's Top Ten Keywords Nationally (a)

Term	Brand	Total Spend
		

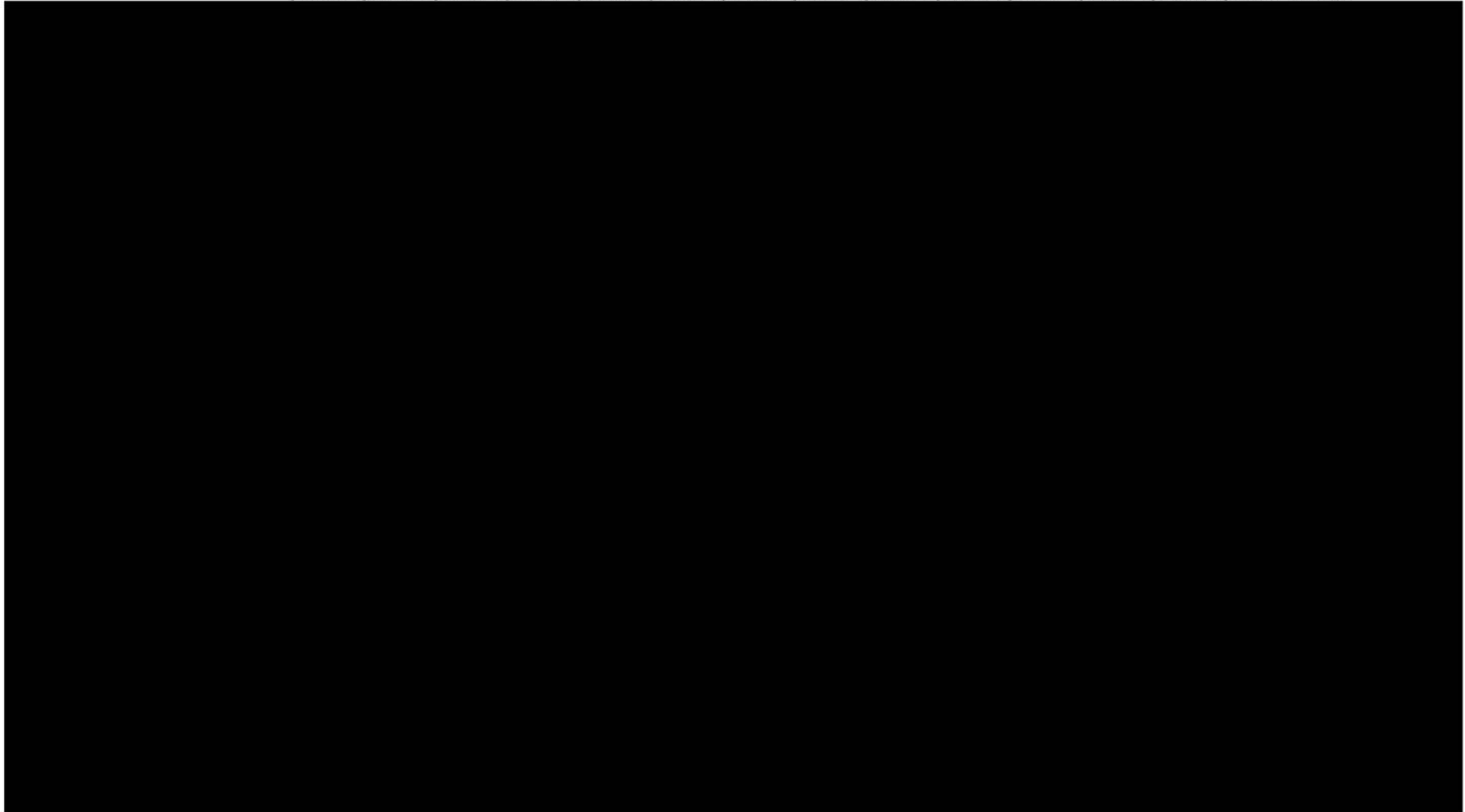
Notes:

(a) ADLER_000633; ADLER_000636; ADLER_000639; ADLER_000655; ADLER_000658; ADLER_000661. See also Schedule 17.0.

Jim S. Adler, P.C. et. Al. v. McNeil Consultants, LLC et. al.

SCHEDULE 14.4: Absolute Top of Page Rate of Adler's Auction Insights Competitors for "jim adler" Keyword (Mobile Phone Platform)

Q1 2019 Q2 2019 Q3 2019 Q4 2019 Q1 2020 Q2 2020 Q3 2020 Q4 2020 Q1 2021 Q2 2021 Q3 2021 Q4 2021 Q1 2022 Q2 2022 Average



Notes:

- (a) ADLER_000625. Includes Mobile Phone platform only. Sorted by highest Absolute Top of Page Rate from Q1 2019-Q2 2022. Excludes URLs with no non-zero values from Q1 2019 - Q2 2022.
- (b) Average calculated as the sum of Absolute Top of Page Rate divided by the number of periods with data for each URL.

*Jim S. Adler, P.C. et. Al. v. McNeil Consultants, LLC et. al.***SCHEDULE 15.4: AILC's Absolute Top of Page Rate by Adler Top Ten Keyword (a)**

Q1 2019 Q2 2019 Q3 2019 Q4 2019 Q1 2020 Q2 2020 Q3 2020 Q4 2020 Q1 2021 Q2 2021 Q3 2021 Q4 2021 Q1 2022 Q2 2022 Average (b)

Notes:

- (a) ADLER_000618;ADLER_000624-630; ADLER_000690-691. I note that in certain periods and for certain keywords, multiple entries were recorded for the same quarter. In those instances, I have utilized an average of all values in that quarter.
- (b) "+" symbols are associated with the "modified broad match" match type. I understand that Google phased out this match type in 2021 and Adler transitioned to phrase match.
- (c) Average calculated as the sum of search overlap divided by the number of periods with data.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JIM S. ADLER, P.C. AND JIM ADLER,

Plaintiffs,

vs.

MCNEIL CONSULTANTS, LLC d/b/a
ACCIDENT INJURY LEGAL CENTER,
QUINTESSA MARKETING, LLC d/b/a
ACCIDENT INJURY LEGAL CENTER,
AND LAUREN MINGEE,

Defendants.

Case No. 3:19-cv-02025-K-BN

**SUPPLEMENTAL EXPERT REPORT OF
R. CHRISTOPHER ANDERSON
WITH RESPECT TO DAMAGES**

Respectfully submitted this 29th day of December, 2022

R. Christopher Anderson

CONFIDENTIAL

ATTORNEYS' EYES ONLY

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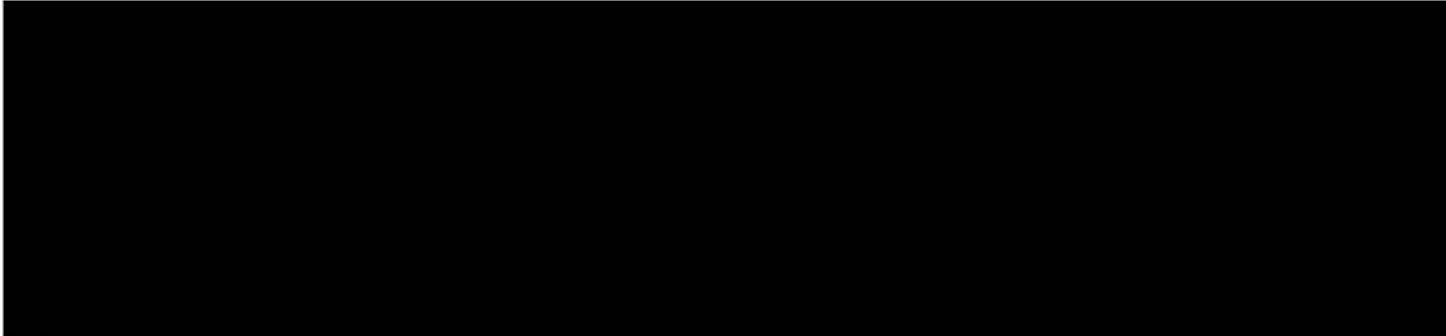
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*Jim S. Adler, P.C. et. Al. v. McNeil Consultants, LLC et. al.***SUPPLEMENTAL SCHEDULE 4.1: Adler Share of AILC Conversions and Spend**

2019	2020 (c)	2021	2022	Total
------	----------	------	------	-------

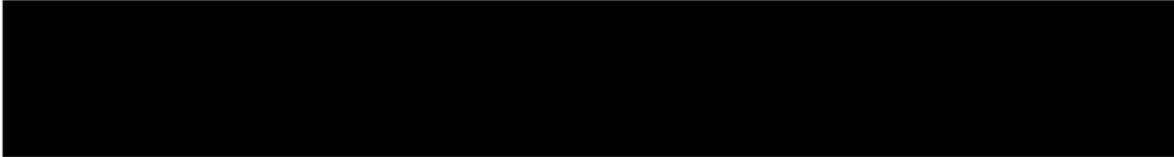
**Notes:**

- (a) QUINTESSA_002620 tabs "2019 Keywords," 2020 Keywords," 2021 Keywords," and 2022 Keywords."
- (b) QUINTESSA_002621.
- (c) 2020 excludes observations for the campaign "USA [Michigan do not touch]" which does not appear to be a Texas competitive campaign. I note that this campaign contained over 175% of all other listed campaigns combined in 2020. Further, this observation was not included in previously produced cost data see (QUINTESSA_002574 AND QUINTESSA_002575).

Jim S. Adler, P.C. et. Al. v. McNeil Consultants, LLC et. al.

SUPPLEMENTAL SCHEDULE 7.0: AILC s even e fro Co petitive Te as Ca pai ns (a)

2022



Notes:

(a) QUINTESSA_002576 and QUINTESSA_002624. 2022 excludes one entry marked as denied with no billables.

EXHIBIT 10

(To the Declaration of Diana Rausa)

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Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JIM S. ADLER, P.C. and
JIM ADLER,
Plaintiffs,

VS.

MCNEIL CONSULTANTS, LLC
D/B/A ACCIDENT INJURY
LEGAL CENTER, QUINTESSA
MARKETING, LLC D/B/A
ACCIDENT INJURY LEGAL
CENTER, and LAUREN VON
MCNEIL,
Defendants.

CA NO. 3:19-cv-02025-K-BN

ORAL AND VIDEOTAPED DEPOSITION OF

LAUREN VON MCNEIL MINGEE

CONFIDENTIAL

April 13, 2022

ORAL AND VIDEOTAPED DEPOSITION OF LAUREN VON MCNEIL

MINGEE, produced as a witness at the instance of the
Plaintiffs, and duly sworn by me, taken in the above-
styled and numbered cause on April 13, 2022, from
10:08 a.m. to 7:29 p.m., before DIANA BENGS, CSR, RPR,
Texas CSR No. 4907, in and for the State of Texas,
reported by machine shorthand, at the offices of Lynn,
Pinker, Hurst & Schwegmann, 2100 Ross Avenue, Suite 2700,
Dallas, Texas, pursuant to the Federal Rules of Civil
Procedure and provisions stated on the record.

Reported By: DIANA M. BENGS, CSR, RPR
Job No. 207160

A P P E A R A N C E S

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FOR THE PLAINTIFFS:

Jered Matthyse, Esq.
Giulio Yaquinto, Esq.
Pirkey Barber
1801 East 6th Street
Austin, TX 78702

FOR THE DEFENDANTS:

Christopher Schwegmann, Esq.
Rebecca Adams, Esq.
Lynn Pinker Hurst & Schwegmann
2100 Ross Avenue
Dallas, TX 75201

VIDEOGRAPHER:

MR. MICHAEL MOORE

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6 LAUREN VON MCNEIL MINGEE

7 EXAMINATION BY MR. MATTHYSSE 9

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9 CHANGES AND SIGNATURE 352

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11 REPORTER'S CERTIFICATION 354

12

13 EXHIBITS

14 NO. DESCRIPTION PAGE

15

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17 Exhibit 2 Quintessa Bulk Marketing and Full Service 70

18 Platform General Terms of Service

19 Exhibit 3 Quintessa Marketing Printout 94

20 Exhibit 4 The Three Leg Stool and The Six Things 107

21 Exhibit 5 Defendants' First Amended Objections and 135

22 Answers to Plaintiffs' First Set Of

23 Interrogatories

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25 Exhibit 7 E-mail, Bates No. Quintessa_000343 152

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1 P R O C E E D I N G S

2 THE REPORTER: Would you like to state
3 your stipulations for the record?

4 MR. SCHWEGMANN: Just by the Rules.

5 THE VIDEOGRAPHER: And good morning. We
6 are now on the record at 10:08 a.m. on April the 13th,
7 2022.

8 THE REPORTER: I am Diana Bengs, Texas
9 Certified Shorthand Reporter, CSR No. 4907, here for
10 the court reporting firm TSG Reporting, Inc., 747 Third
11 Avenue, 10th Floor, New York, New York 10017.

12 Today's date is April 13, 2022. The
13 time is 10:08 a.m. We are in the offices of Lynn,
14 Pinker, Hurst & Schwegmann, 2100 Ross Avenue,
15 Suite 2700, Dallas, Texas 75201. This is the
16 deposition of Lauren Mingee in the matter of Jim S.
17 Adler, P.C. and Jim Adler, Plaintiffs, vs. McNeil
18 Consultants, LLC, et al, in the United States District
19 Court for the Northern District, Dallas Division, Cause
20 No. 3:19-cv-02025-K-BN.

21 LAUREN VON MCNEIL MINGEE,
22 having been first duly sworn/affirmed, testified as
23 follows:

24

25

EXAMINATION

1

2 BY MR. MATTHYSSE:

3 Q. Good morning.

4 A. Good morning.

5 Q. Could you state your full name for the record.

6 A. Lauren Von Mingee.

7 Q. Ms. Mingee, just to clarify for the record,

8 was your prior married name Lauren Von McNeil?

9 A. Yes, sir.

10 Q. Okay. And -- and so you recognize that you
11 are one of the defendants in this case under the name
12 Lauren Von McNeil, but today you've since been married.
13 Your name is Lauren Mingee; correct?

14 A. Yes, sir.

15 Q. Have you been deposed before, Ms. Mingee?

16 A. Yes, sir.

17 Q. About how many times?

18 A. I believe three times.

19 Q. When was the first time you were deposed?

20 A. I don't remember the exact...

21 Q. Do you remember what the case was about?

22 A. It was a -- it was for a lawsuit against a
23 former employer.

24 Q. Was that the Azar lawsuit?

25 A. The Azar lawsuit?

1 Q. If any of my questions are unclear, just
2 let -- let me know. I can clarify them for you. Okay?

3 A. Okay.

4 Q. And if you need a break, just let us know; and
5 we can work one in. Sound good?

6 A. Sounds good.

7 Q. Ms. Mingee, is there any condition or other
8 reason you could not give complete and accurate
9 testimony today?

10 A. No.

11 Q. Where do you currently live?

12 A. I'm actually in the process of moving. So
13 right now I'm at 2932 Spring Crest Circle in Jones,
14 Oklahoma.

15 Q. And where are you moving to?

16 A. I don't have the new address memorized.

17 Q. Okay. Still in Jones?

18 A. No. It is in Edmond.

19 Q. Are you selling that home in Spring Crest?

20 A. Yes.

21 Q. And so Edmond would be the only home that you
22 own, your residence; is that right?

23 A. Yes.

24 Q. Ms. Mingee, what is your current occupation?

25 A. I'm the CEO of Quintessa.

1 Q. And is that the defendant, Quintessa
2 Marketing, LLC?

3 A. Quintessa Marketing, LLC, doesn't actually
4 exist. Quintessa, LLC, is the actual name for it.
5 Quintessa Marketing is a D/B/A.

6 Q. So Quintessa, LLC, is the company that you are
7 the CEO of?

8 A. Yes, sir.

9 Q. And Quintessa Marketing, LLC, is a D/B/A, you
10 said?

11 A. Quintessa Marketing just by itself --

12 Q. Okay.

13 A. -- is a D/B/A.

14 Q. Was there a time in which you ever registered
15 Quintessa Marketing, LLC, as a company in Oklahoma?

16 A. I don't believe so.

17 Q. And are you the sole owner of Quintessa?

18 A. Yes.

19 Q. Ms. Mingee, you understand that you are here
20 today pursuant to our notice of deposition; correct?

21 A. Yes, sir.

22 Q. Are you prepared to testify today as to the
23 topic of, obviously, the case of Adler versus
24 Quintessa?

25 A. Yes.

1 Q. Okay. Well, what was your responsibilities
2 there?

3 A. I helped manage the store and do phone sales.

4 Q. So you worked at an AT&T store?

5 A. I did.

6 Q. Gotcha. Did your job title or
7 responsibilities change during the duration of your
8 employment with AT&T?

9 A. No. It encompassed those two things.

10 Q. Gotcha. So you were at AT&T in about '08 or
11 '09; is that right?

12 A. I believe so. Again, it's been a long time
13 since I've been there.

14 Q. Okay. When did you leave AT&T?

15 A. I'd say in early 2009. I believe so. It was
16 around that time.

17 Q. What caused you to leave?

18 A. I ended up getting a job with another company.

19 Q. What company was that?

20 A. It was PI Collision.

21 Q. How did you get the job with PI Collision?

22 A. I met someone, Coety Bryant, at an AT&T store;
23 and he -- he was impressed with how I was able to sell
24 as many phones as I was. And so he asked if I had ever
25 looked at doing sales or being an assistant for

1 somebody.

2 Q. Gotcha. And was he a customer at the time?

3 A. Yes.

4 Q. About when did you start working for PI
5 Collision?

6 A. In 2009. I don't remember the exact month.

7 Q. What -- do you recall what your job title was
8 initially in '09 at PI Collision?

9 A. It was just an assistant.

10 Q. Okay. For Coety?

11 A. Uh-huh. Yes, sir.

12 Q. What were your responsibilities as an
13 assistant for Coety at that time?

14 A. It was just to help with kind of anything and
15 everything; so it could be running errands or getting
16 lunch, sending e-mails.

17 Q. And you've mentioned PI Collision. What was
18 PI Collision? What type of business was that?

19 A. It was a -- or supposed to be a place where
20 rental cars would be given to people that have been
21 injured in accidents with a -- not a letter of
22 protection but -- but from the attorney saying -- a
23 personal injury lawyer saying that it's -- this is a
24 valid case and so they need a rental car.

25 Q. Gotcha.

1 A. So it was supposed to help the law firm with
2 their clients.

3 Q. Okay. And where you based when you were doing
4 that work?

5 A. In Moore, Oklahoma.

6 Q. Okay.

7 A. And he -- it was with an attorney in Dallas.

8 Q. Was that Brian Loncar?

9 A. Yes, sir.

10 Q. How long did you work at PI Collision for?

11 A. It -- it was under a year, I believe.

12 Q. Okay. And why did you leave PI Collision?

13 A. It just didn't work. His CFO, Toby, I don't
14 remember his last name, was just not -- he just didn't
15 like it; and so it was very hard to work with a law
16 firm that didn't want to be able to do it, so...

17 Q. So did you leave on your own accord?

18 A. Yes.

19 Q. Where did you go after working at PI Collision
20 as an assistant for Coety?

21 A. I worked for my father.

22 Q. Okay. And what sort of work did that involve?

23 A. He's a real estate appraiser. He owns his own
24 business, so I helped him with that.

25 Q. Gotcha. And that was still in Oklahoma?

1 A. Yes, sir.

2 Q. About how long did you work for your dad?

3 A. I believe about a year.

4 Q. Where did you go after working for your dad?

5 A. I went to work with -- my boyfriend at the
6 time went to work for Jerry Bryant at PI Advertising as
7 an editor, and I went to work with him shortly
8 thereafter as an executive assistant.

9 Q. Who hired you at that time at PI Advertising?

10 A. Coety Bryant asked me to come down and to
11 interview, but both Jerry and Coety hired me.

12 Q. And what was -- we said "PI Advertising."
13 What was PI Advertising? What was the business?

14 A. They developed commercials for personal injury
15 lawyers; and they also did -- about a year later, they
16 did search engine optimization for personal injury
17 lawyers, as well.

18 Q. So you said you started -- sorry. Back --
19 backing up. Your boy- -- you mentioned boyfriend. Was
20 that Daniel McNeil?

21 A. Yes, sir.

22 Q. Okay. And so he had gotten a job at the
23 company, and then you interviewed with Coety and Jerry
24 and were hired as an executive assistant; correct?

25 A. Correct.

1 Q. And that was about 2010?

2 A. Either late 2009, early 2010.

3 Q. Okay. And you said at that time when you were
4 hired, they primarily did commercials for personal
5 injury attorneys; correct?

6 A. Yes, sir.

7 Q. So is it fair to say, you said about a year
8 later, that about 2011 is when the SEO started for the
9 company?

10 A. 2010, 2011, yes, sir.

11 Q. Okay. To your knowledge, how did the company
12 start getting into SEO?

13 A. Our attorneys asked us to. It was the new,
14 bright, shiny thing that was out in advertising; and
15 they asked what we knew about it.

16 Q. And who at -- to your knowledge, who at PI
17 Advertising started doing the SEO work for the personal
18 injury attorneys?

19 A. We hired outside.

20 Q. Do you recall who PI Advertising hired at
21 first?

22 A. Steve Wiideman.

23 Q. Do you know how to spell his last name?

24 A. W-i-i-d-e-m-a-n. There might be an extra N.

25 MR. SCHWEGMANN: Not how I would have

1 guessed.

2 MR. MATTHYSSE: Agreed.

3 THE WITNESS: I know.

4 Q. (BY MR. MATTHYSSE) Okay. Do you recall if he
5 was with a company?

6 A. I don't remember the name of it.

7 Q. And so Steve Wiideman, within PI Advertising
8 at that time, in around 2011 was doing the SEO; is that
9 correct?

10 A. Yes, sir.

11 Q. Do you know how long Steve Wiideman did the
12 SEO at PI Advertising?

13 A. I don't. He was a consultant.

14 Q. Okay. Did anyone else at that time for PI
15 Advertising do the SEO work?

16 A. I started learning it.

17 Q. Where -- did you learn it from Steve Wiideman?

18 A. Yes and no. I saw what he was doing and just
19 started doing research on my -- on my own and looking
20 at successful sites.

21 Q. And this is around 2011, approximately?

22 A. I believe so.

23 Q. Do you recall, other than speaking with Steve
24 Wiideman, what types of websites you looked at to study
25 SEO?

1 higher on search engines such as Google; is that
2 correct?

3 A. Yes, sir, for certain keywords.

4 Q. For certain keywords.

5 So if someone, for instance, was searching
6 "personal injury attorney in Houston," you would want
7 your client to be ranked higher when that came up;
8 correct?

9 A. Yes, sir.

10 Q. Okay. Was there a point at PI Advertising in
11 which you took over for Mr. Wiideman in running the SEO
12 work?

13 A. I don't know if we ever fired him or just
14 reduced his consulting, if that makes sense.

15 Q. Okay.

16 A. I -- I took over more of the work.

17 Q. Do you know about when that was?

18 A. I don't.

19 Q. So around some point in 2012 or so, you're
20 starting to do most of the SEO work. Are you also
21 doing anything else for PI Advertising?

22 A. Yes, sir. I was still maintaining being an
23 assistant and helping with anything and everything that
24 they needed help with.

25 Q. Okay. Do you recall about how many clients

Confidential

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1 that PI Advertising had when you were there running the
2 SEO work?

3 A. It was quite a few. I think around 15, maybe
4 20; but I don't remember the exact amount.

5 Q. Do you recall where most of them were based,
6 those clients?

7 A. Across the nation.

8 Q. Were you privy to PI Advertising's revenue at
9 the time?

10 A. Yes, but I don't remember what it was.

11 Q. Okay. Would -- do you think it would be safe
12 to say that the company was profitable at the time that
13 you were doing the SEO work in approximately 2012?

14 A. No, because it was treated like a piggy bank
15 by the owners; so it was normally very depleted of
16 cash.

17 Q. Gotcha. But they -- but the owners at that
18 time were bringing in a good amount of revenue. They
19 were just spending a lot; is that correct?

20 A. Yes, sir.

21 Q. At any point in your time at PI Advertising,
22 was the company actually sending leads to the personal
23 injury attorneys?

24 A. To my knowledge, no.

25 Q. Okay. So is it fair to say to your

1 Q. Okay.

2 A. But I did grow throughout the company.

3 Q. Do you know approximately how many folks were
4 employed at the time -- or before you left PI
5 Advertising?

6 A. I don't recall the exact number. It wasn't --
7 it was a handful.

8 Q. Okay. So more than 10 -- double digit?

9 A. I would say under 10 because we had more
10 subcontractors.

11 Q. Okay. How long did you work at PI Advertising
12 for?

13 A. It was up until Exclusive Legal started. So
14 whenever the formation date was of Exclusive Legal, it
15 was that year.

16 Q. Okay. Can you explain what -- what is
17 Exclusive Legal?

18 A. Exclusive Legal was a company started by Coety
19 Bryant for just the search engine optimization for
20 attorneys.

21 Q. Did Coety ask you to join the company?

22 A. Yes.

23 Q. What was your position when you started there
24 in approximately, I believe, 2014? Does that sound
25 right?

1 A. Yes, I believe so. I didn't have an
2 official -- again, we were a very small company; so we
3 didn't really have titles. But I was a manager. I
4 helped manage the day-to-day.

5 Q. And what did you do day to day at Exclusive
6 Legal?

7 A. I helped with the intake side of handling
8 after-hours calls; and I helped with the billing and
9 with the -- just the client side, speaking and
10 communicating with clients.

11 Q. Did you do any SEO strategy?

12 A. Yes.

13 Q. Did Coety tell you why they were moving the
14 SEO from PI Advertising to Exclusive Legal?

15 A. Jerry had gotten himself in just trouble with
16 Frank Azar and with Brian Loncar and they ended up
17 having a judgment against him and Coety didn't want to
18 live with that over the company because the SEO was so
19 much bigger than the TV commercial side. It
20 overpowered it. And he was the one running that, and
21 so he just told him he was going to start that on his
22 own.

23 Q. Do you know when -- so stepping back. You
24 said it was around 2011 when PI Advertising started
25 getting into SEO; is that right?

1 A. I believe so.

2 Q. Do you have any knowledge of when SEO became
3 bigger than the TV advertising component of PI
4 Advertising?

5 A. I do not.

6 Q. Okay. But at some point, SEO became more --
7 brought in more revenue than the TV advertising; is
8 that correct?

9 A. Yes, sir.

10 Q. When you started at Exclusive Legal, what sort
11 of SEO was the company doing for its law firm clients?

12 A. The same as before --

13 Q. Okay.

14 A. -- just helping them rank.

15 Q. So intake call -- after-hour intake calls;
16 correct?

17 A. Yes, sir.

18 Q. And trying to get them ranked higher on a
19 search engine platform like Google; correct?

20 A. Yes, sir.

21 Q. At that point in 2014 when you were at
22 Exclusive Legal, was the company purchasing keywords on
23 behalf of its client law firms?

24 A. I don't -- I don't remember if they were or
25 not.

1 website that it used to promote its business?

2 A. Yes. I believe it was personalinjurycare.net.

3 Q. And do you recall how Exclusive held
4 themselves out to the public on that website?

5 A. I do not.

6 Q. So in around 2015, you heard that Exclusive
7 Legal and Coety were looking into this pay-per-click.
8 Had you looked into that at all prior to that point?

9 A. No. It was a waste of time, honestly, before,
10 because SEO was much more powerful than pay-per-click.
11 And then in 2015, I believe, Google released an
12 algorithm update that allowed pay-per-click to be
13 more -- show more frequently than SEO.

14 Q. What do you mean by "show more frequently"?

15 A. Before Google Ads, the way they were
16 displayed, it would be hit-and-miss; and for whatever
17 reason, they made it to where the algorithm would allow
18 you to be -- rank above SEO more frequently.

19 Q. Okay. So is it right to say that prior to
20 '15, usually organic links would appear prior to the
21 Google advertisements; is that correct?

22 A. In my opinion.

23 Q. Okay. And then at some point in '15, Google
24 changed the algorithm; and the Google Ad -- the
25 pay-per-click Google Ads could appear above the organic

1 links; is that right?

2 A. Yes, sir.

3 Q. And so why did that make it less of a waste of
4 time?

5 A. Because it became the -- it became the way --
6 now, if someone was typing in "car accident lawyer,"
7 they weren't going to see the No. 1 spot. You would
8 see three competitors who could pay for that --

9 Q. Got it.

10 A. -- above that one.

11 Q. Do you know if Exclusive started dabbling in
12 pay-per-click in 2015?

13 A. I believe --

14 Q. Okay. Were you --

15 A. -- it was.

16 Q. Sorry.

17 Were you involved in that?

18 A. Yes.

19 Q. Okay. What was your involvement in that?

20 A. Just research, keyword research.

21 Q. What sort of research did you do? Where did
22 you look?

23 A. Coety found -- or I can't say Coety found.
24 Someone found a company named -- I believe it was
25 Tessera Marketing, and they spoke with -- they looked